It has long been established that the rule that parol evidence is inadmissable to contradict or vary the terms of a written contract, does not apply to contracts forbidden by the statute, by common law or by the general policy of the law. 1 *Greenleaf, Ev.,* 284; *Friend v. Miller,* 52 Kans. 139. The court will look through all disguises in order to detect fraud or illegality. *Martin v. Clarke,* 8 R. I. 389. But parol evidence will be admissible to impeach only an executory contract. *"In pari delicto potior est conditis defendentis, et possidentis." Gisaf v. Neval,* 81 Pa. 354; *Marksbury v. Taylor,* 10 Bush. 519. For while the law refuses to enforce, it equally refuses to relieve a party who has suffered by the enforcement. *Collins v. Blantern,* 2 Wils. 341. Conversely, parol evidence is admissable to show that a contract apparently invalid is really valid. *Wesetrn Tr. & Coal Co. of Michigan v. Kilderhouse,* 87 N. Y. 430; *Griffin v. New Jersey Oil Co.,* 11 N. J. Eq. (3 Stockt.) 49.

EVIDENCE—RES GESTÆ—STATEMENTS ACCOMPANYING TRANSACTION.—CHILCOTT ET AL. V. WASHINGTON STATE COLONIZATION CO., INC., 88 PAC. 113 (WASH.).—*Held,* where a corporation adopts and receives the benefits arising from contracts of its promoter, it is liable thereon.

Where a person renders professional services in preparing articles of incorporation under a contract in good faith with the promoters of the association, and the association avails itself of the benefits of such services the association is liable for the compensation. *City Bldg. Association,* 6 Ohio Dec. 1068. A corporation is liable for services rendered at the request of its incorporators soon after the granting of the charter, whether its officers have been elected or not. *Harrison v. Vermont Manganese Co.,* 20 N. Y. Supp. 194. A corporation in contemplation of formation at the time work was ordered by one of its incorporators, and which went to its benefit, is liable therefor. *Grier v. Hazard, Hazard & Co.,* 13 N. Y. Supp. 851. A corporation having carried on business, and held itself out to the world as such before it was organized according to law, the assets thereof should be made liable for its debts, though created previously to the completion of such organization.

EXECUTORS AND ADMINISTRATORS—LIABILITY FOR EXPENSES OF WAKE.—MCCOLLOUGH V. MCCREADY, ET AL., 102 N. Y. SUPP. 633.—Where expenditures for a wake were exclusively for refreshments, including provisions, liquors, wines, and cigars, *held,* expenditures for a wake, made at the request of the widow of decedent who left no children, being reasonable, are recoverable of the executors as expenses of the funeral. Gildersleeve, J., *dissenting.*

It is the duty of the executor or administrator to bury the deceased, and from this duty springs a legal obligation, and from the obligation the law implies a promise to him who in the necessity of the case, directs a burial and pays such expenses thereof as are reasonable. *Patterson v. Patterson,* 59 N. Y. 574. Funeral expenses comprehend more than the shroud, the coffin, and the grave. Such expenses include carriage hire, vaults, and tombstones. *Donald v. McWhorter,* 44 Miss. 124. But the expenses incurred must be reasonable. *Fogg v. Holbrook,* 88 Me. 169, and to determine this the amount of the decedent's estate is to be considered. *In re Hasson's Estate,* 5 Pa. Co. Ct. R. 19. Mourning attire for widow has been allowed. *In re Wachter's Estate (Sur.),* 38 N. Y. Supp. 941; *contra, Jenks v. Mathews,* 31

Me. 318. Removal of body to another state and traveling expenses of wife and near relatives allowed. *In re Carpenter's Estate,* 16 Phila. 290. So, too, have music and flowers. *In re Ogden's Estate,* 83 N. Y. Supp. 977. But in *In re Johnson's Estate,* 8 Pa. Co. Ct. R. 1, it was declared that the expenses of a wake, if not unreasonable, constitute a proper item of funeral charges, as for example, where the refreshments provided consisted only of cheese, crackers, and tobacco.

EXPERT TESTIMONY—HYPOTHETICAL QUESTION.—KELLY V. KELLY, 63 ATL. 1082 (MD.).—*Held,* that on an issue as to the capacity of a testator, a hypothetical question to a medical expert based on an assumption of fact shown only by hearsay testimony was not admissible.

Expert opinion evidence is admissible by reasons of necessity because such evidence lies not in the realm of the knowledge of the ordinary man and the expert's qualification rests on previous habit, study and professional experience. *Taylor v. Monroe,* 43 Conn. 33; and that opinion is admitted as facts when deduced from his investigation or on much of the evidence given in a trial at which he has been generally present or the counsel sums up all the evidence in the form of a hypothetical question. *People v. Muller,* 96 N. Y. 408; but the hypothetical question must be based upon the hypothesis of the truth of all the evidence or on a hypothesis framed of certain facts assumed to be proved for the purpose of inquiry, *Jackson v. N. Y. Central Ry. Co.,* 58 N. Y. 623; *Spear v. Richardson,* 37 N. H. 23. The assumption must be reasonably and fairly supported by the evidence shown, *In re Barber's Estate,* 63 Conn. 393, or reflect facts either admitted or proved by other witnesses, *Merrill v. Tegarden,* 19 Neb. 534; and, while an expert may give his opinion upon facts assumed to have been given and established, it would be against every rule and principle of evidence to allow him to state his opinion upon the conclusions and inferences of other witnesses, *Williams v. State,* 1 Atl. 887; and it should be based only on facts which have gone to the jury or which can go to the jury by the ordinary rules of evidence, in absence of statute, *People v. Augsbury,* 97 N. Y. 501.

FRAUD—INTENT.—CERNY ET AL. V. PAXTON AND GALLAGHER CO., 110 N. W. 882 (NEB.).—*Held,* that ordinarily the deceit to ground a recovery must relate to existing facts, but if one person by means of a promise which he makes with the secret intention of not performing it, induces another to part with his money or property, he is guilty of actionable fraud. A representation upon which fraud can be predicated must be of an existing fact or a fact alleged to exist, and cannot consist of a mere promise. *Fouty v. Fouty,* 34 Ind. 433; *Murray v. Smith & Sons,* 42 Ill. 548. But where there is a purchase of goods on credit, there is an implied representation to pay for them; and an action for deceit will lie against the one who obtains goods on credit, with no intention of paying for the same. *Swift v. Rounds,* 19 R. I. 527. A contrary view in the majority of the decisions seems to prevail to the case just cited. *People v. Healy,* 128 Ill. 9; *Welshbillig v. Dienhart,* 65 Ind. 94; *Gallagher and Mason v. Brunel,* 6 Cow. 346 (N. Y.). An action for deceit will not lie for inducing the plaintiff to convey to the defendant certain real estate in consideration of a loan of a certain sum of money, and a promise on the part of the defendant, to execute to the plaintiff, a bond for reconveyance on payment of the loan, and a refusal to execute bond after conveyance. *Long v. Woodman,* 58 Me. 49. But a fraudulent promise made